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Attorneys for Defendant
Volkswagen Group of America, Inc.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JESSICA RAMIREZ,

Plaintiff,

v.

VOLKSWAGEN GROUP OF
AMERICA, INC., a New Jersey
Corporation; and DOES 1 through 10,
inclusive

Defendants.

Case No. 2:22-cv-2813

**NOTICE OF REMOVAL TO THE
UNITED STATES DISTRICT
COURT FOR THE CENTRAL
DISTRICT OF CALIFORNIA
UNDER 28 USC §1441 AND 28
USC § 1332 (DIVERSITY OF
CITIZENSHIP JURISDICTION);
DECLARATION OF ANTHONY
P. GRECO**

**TO THE CLERK OF THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA:**

PLEASE TAKE NOTICE that defendant Volkswagen Group of America, Inc. (VWGoA) hereby removes this case to the United States District Court for the Central District of California pursuant to 28 U.S.C. § 1441 and based upon diversity of citizenship under 28 U.S.C. section 1332. The basis for removal is as follows:

BACKGROUND FACTS

1. On March 16, 2022, plaintiff Jessica Ramirez (Plaintiff) commenced this action in the Riverside County Superior Court entitled as follows: *Jessica Ramirez vs. Volkswagen Group of America, Inc.*, Case No. CVPS2201041. The

NOTICE OF REMOVAL
CASE NO.

1 Complaint alleges violations of the California Song-Beverly Consumer Warranty
2 Act (First and Second Causes of Action) with respect to her leased 2019
3 Volkswagen Atlas, VIN: 1V2LR2CA0KC535638. (Declaration of Anthony P.
4 Greco (APG Decl.); Exhibit A, Plaintiff's Complaint at ¶14.).

5 2. Defendant VWGoA was served with Plaintiff's Summons and
6 Complaint on March 28, 2022. (APG Decl. ¶2; Exh. A.)

7 3. Defendant VWGoA filed its Answer in state Court on April 25, 2022.
8 (APG Decl., ¶3; Exh. B.) No further proceedings have been had in the state Court
9 action.

10 4. This is a civil action over which this Court has original jurisdiction
11 under 28 U.S.C. § 1332, and it is one which may be removed to this Court by
12 Defendant VWGoA pursuant to 28 U.S.C. § 1441(a) because it is an action between
13 citizens of two different states satisfies the necessary amount in controversy under
14 that statute.

15 5. The Superior Court of the State of California for the County of
16 Riverside is located in the Central District of California. Therefore, venue is proper
17 pursuant to 28 U.S.C. § 84 because this is the "district and division within which
18 such action is pending . . ." 28 U.S.C. § 1446(a).

19 6. No previous application has been made for the relief requested herein.

20 7. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is
21 being served upon counsel for Plaintiff, and a copy is being filed with the clerk of
22 the Superior Court of the State of California for the County of Riverside.

23 **REMOVAL IS PROPER BECAUSE THIS COURT HAS DIVERSITY**
24 **JURISDICTION PURSUANT TO 28 U.S.C. § 1332**

25 **A. There is Complete Diversity Between the Parties**

26 8. For diversity purposes, a natural person is a "citizen" of the state
27 which he or she is domiciled. *Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088,
28 1090 (9th Cir. 1983). A natural person's domicile is the place he or she resides

1 with the intention to remain or to which he or she intends to return. *Kanter v.*
 2 *Warner-Lambert Co.*, 265 F.3d. 853, 857 (9th Cir. 2001).

3 9. Plaintiff, at the time this action was commenced, was and still is a
 4 citizen of the State of California, County of Riverside as established by his
 5 Complaint. (*See* APG Decl.; Exh. A, Complaint at ¶ 2.)

6 10. VWGoA is a New Jersey corporation with its principal place of
 7 business in Herndon, Virginia. (*See* APG Decl ¶ 5.) VWGoA is not, and was not
 8 at the time the State Court Action was commenced, a citizen of the State of
 9 California. (*Id.*)

10 11. Complete diversity therefore existed as of the time the action was
 11 commenced in state Court and exists at the time of removal. There are no other
 12 named defendants that can defeat diversity. “Doe” defendants may be ignored for
 13 removal purposes. *See Salveson v. Western State Bank Card Assn.*, 731 F.2d 1423
 14 (9th Cir. 1984)

15 **B. The Amount in Controversy is in Excess of \$75,000.00**

16 12. Plaintiff is alleging violations of the California Song-Beverly
 17 Consumer Warranty Act related to her leased 2019 Volkswagen Atlas, VIN:
 18 1V2LR2CA0KC535638. (APG Decl. ¶ 2, Exh. A, Complaint at ¶ 14.)

19 13. Plaintiff alleges that VWGoA’s authorized repair facilities failed to
 20 repair alleged nonconformities in the Vehicle. (*Id.* at ¶¶ 15-18.)

21 14. Plaintiff is seeking in excess of \$75,000.00 in monetary damages. The
 22 amount in controversy requirement may be established by showing that such
 23 damages are “facially apparent” from the Plaintiff’s Complaint, or by setting forth
 24 facts in the notice of removal that support a finding of the requisite amount. *See*
 25 *Luckett v. Delta Airlines, Inc.*, 171 F.3d 295, 298 (5th Cir. 1999).

26 15. As set forth in Plaintiff’s Complaint, Plaintiff seeks reimbursement for
 27 her actual damages, which in a Song-Beverly action is the amount paid or payable
 28 under the agreement. Cal. Civ. Code § 1793.2(d). Plaintiff is seeking restitution,

1 incidental and consequential damages, a civil penalty in the amount of two times
 2 Plaintiff's actual damages, along with attorneys' fees and costs of suit. (APG Decl.,
 3 Exh. A: Complaint, at Prayer for Relief Page 5 Line 21 through line 28.) The total
 4 consideration over the term of Lease Agreement is \$30,158.37. A true and correct
 5 copy of the Lease Agreement is attached to the Declaration of Anthony P. Greco as
 6 Exhibit C.

7 16. Civil penalties under the Song-Beverly Act are properly included in
 8 the amount in controversy. *Brady v. Mercedes Benz*, 243 F. Supp. 2d 1004, 1009
 9 (N.D. Cal. 2002). *See also Chabner v. United of Omaha Life Ins. Co.*, 225 F.3d
 10 1042, 1046, n.3 (9th Cir. 2000) (civil penalties under Cal. Civ. Code § 52, subd. (a)
 11 and punitive damages are included in the amount in controversy). "[W]hen a
 12 defendant seeks federal-court adjudication, the defendant's amount-in-controversy
 13 allegation should be accepted when not contested by the plaintiff or questioned by
 14 the court." *Dart Cherokee Basin Operating Co. v. Owens*, 135 S.Ct. 547, 553
 15 (2014). Here, excluding any attorney's fees and the other, consequential, or
 16 incidental damages, using the "total payments" of \$30,158.37, Plaintiff is seeking a
 17 civil penalty of \$60,316.74 (\$30,158.37 x 2). As such, Plaintiff is seeking damages
 18 of at least \$90,475.11 (\$30,158.37+\$60,316.74).

19 17. Typically, attorneys' fees are not considered part of the amount in
 20 controversy for diversity purposes. *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150,
 21 1155–56 (9th Cir.1998). However, where an underlying statute, such as the Song–
 22 Beverly Act, authorizes an award of attorneys' fees, such fees may be included in
 23 calculating the amount in controversy. *See Id.*; *Morrison v. Allstate Indem. Co.*,
 24 228 F.3d 1255, 1265 (11th Cir.2000). Further, the amount in controversy is an
 25 estimate of the amount in dispute, rather than an assessment of the defendant's
 26 potential liability. *Lewis v. Verizon Commc'ns, Inc.*, 627 F.3d 395, 400 (9th Cir.
 27 2010). Once the party seeking federal jurisdiction provides plausible explanation
 28 for how the amount in controversy is met, the matter should remain in federal Court

unless plaintiff cannot possibly recover that amount. *Spivey v. Vertrue, Inc.*, 528 F.3d 982, 986 (7th Cir. 2008). Additionally, the *Brady* Court also agreed with the line of cases that held that a reasonable estimate of fees likely to be recovered may be used in calculating the amount in controversy. *See Miera v. Dairyland Ins. Co.*, 143 F.3d 1337, 1340 (10th Cir.1998); *Simmons v. PCR Technology*, 209 F.Supp.2d 1029, 1034-35 (N.D.Cal.2002); *Gerig v. Krause Publications, Inc.*, 58 F.Supp.2d 1261, 1265 (D.Kan.1999); *Plus System, Inc. v. New England Network, Inc.*, 804 F.Supp. 111, 116-17 (D.Colo.1992). A reasonable estimate of attorneys' fees is also properly included. *Id.* at 1010-1011. Fee awards in Song-Beverly cases may be substantial, even in cases that are settled without trial. *See, e.g., Goglin v. Volkswagen Group of America, Inc.*, 4 Cal.App.5th 462, 470 (2016) (185,214.19 fee); *Gezalyan v. Volkswagen Group of America, Inc.*, 697 F.Supp.2d 1168, 1171 (C.D. Cal. 2010) (\$50,404.34 fee). Here, the amount in controversy already exceeds the threshold \$75,000.00, the inclusion of any attorneys' fees at all puts the case well beyond the threshold amount.

18. No previous application has been made for the relief requested herein.

19. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of removal is being served upon counsel for Plaintiff, and a copy is being filed with the clerk of the Superior Court of the State of California for the County of Riverside.

20. Based upon the foregoing, all requirements for diversity jurisdiction and removal jurisdiction have been met.

21. This removal notice is timely filed as it is filed within 30 days after VWGoA became aware that the case was removable. VWGoA was served with the Complaint on March 28, 2022.

22. Defendant VWGoA will promptly notify Plaintiff and the Superior Court of this removal as required by 28 U.S.C. § 1446(d).

23. Defendant VWGoA therefore requests that this action now pending against it in the Superior Court of California, County of Riverside, be removed to this Court, and that this Court assume complete jurisdiction in this matter.

24. By filing this Notice of Removal, Defendant does not waive, either expressly or impliedly, any defense, affirmative defense or motion that may be available or concede that Plaintiff are entitled to any of the damages Plaintiff claims.

* * *

WHEREFORE, Notice is given by Defendant that the local action is removed from the Superior Court of the State of California for the County of Riverside to the United States District Court for the Central District of California in accordance with this notice dated April 27, 2022.

Dated: April 27, 2022

Squire Patton Boggs (US) LLP

By: /s/ Anthony P. Greco

Sean P. Conboy
Anthony P. Greco
Attorneys for Defendant
VOLKSWAGEN GROUP OF
AMERICA, INC.

DECLARATION OF ANTHONY P. GRECO

I, Anthony P. Greco, declare as follows:

1. I am an attorney admitted to practice before all Courts of the State of California and the Central District Court. I am associated with Squire Patton Boggs (US) LLP, attorneys of record for Volkswagen Group of America, Inc. (VWGoA). This Declaration is offered in support of VWGoA's Notice of Removal to the United States District Court for the Central District of California under 28 U.S.C. § 1332. I have personal knowledge of all the facts set forth herein, and if called upon to do so by the Court, could and would testify competently thereto. As to those matters stated upon information and belief, I am informed and believe such matters to be true.

2. VWGoA was served with Plaintiff's Summons and Complaint on March 28, 2022. A true and correct copy of the Summons and Complaint is attached hereto as Exhibit A.

3. VWGoA filed its Answer in state Court on April 25, 2022. A true and correct Conformed copy of Defendant's Answer is attached hereto as Exhibit B.

4. A true and correct copy of the executed Lease Agreement for Plaintiff's vehicle is attached hereto as Exhibit C.

5. VWGoA is a New Jersey corporation with its principal place of business in Herndon, Virginia. VWGoA is not, and was not at the time the State Court Action was commenced, a citizen of the State of California.

6. This removal notice is timely filed as it is filed within 30 days after VWGoA became aware that the case was removable.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 27th day of April, 2022 at Los Angeles, California

/s/ Anthony P. Greco
Anthony P. Greco

SQUIRE PATTON BOGGS (US) LLP
555 South Flower Street, 31st Floor
Los Angeles, California 90071

EXHIBIT A



Notice of Service of Process

null / WARBREACH
Transmittal Number: 24681414
Date Processed: 03/28/2022

Primary Contact: Stevi McIntosh
Volkswagen Group of America, Inc.
2200 Woodland Pointe Avenue
Herndon, VA 20171

Entity:	Volkswagen Group of America, Inc. Entity ID Number 0456194
Entity Served:	Volkswagen Group of America, Inc.
Title of Action:	Jessica Ramirez vs. Volkswagen Group of America, Inc.
Matter Name/ID:	Jessica Ramirez vs. Volkswagen Group of America, Inc. (12138067)
Document(s) Type:	Summons/Complaint
Nature of Action:	Breach of Warranty
Court/Agency:	Riverside County Superior Court, CA
Case/Reference No:	CVPS2201041
Jurisdiction Served:	California
Date Served on CSC:	03/28/2022
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Knight Law Group, LLP 310-552-2250

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

**SUMMONS
(CITACION JUDICIAL)**FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**VOLKSWAGEN GROUP OF AMERICA, INC., a New Jersey Corporation, and
DOES 1 through 10, inclusive**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JESSICA RAMIREZ

GC68150(g)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Palm Springs Courthouse
3255 E. Tahquitz Canyon Way
Palm Springs, CA 92262

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Knight Law Group, LLP
10250 Constellation Blvd, Suite 2500, Los Angeles, CA 90067
(310) 552-2250

DATE:

(Fecha)

03/16/2022

Clerk, by
(Secretario)CASE NUMBER:
(Número del Caso):

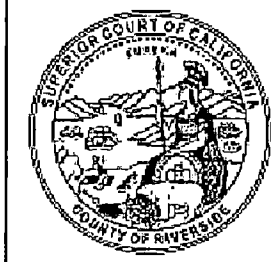
CVPS2201041

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): VOLKSWAGEN GROUP OF AMERICA, INC., a New Jersey Corporation
 under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Roger Kirnos (SBN 283163)/ Maite C. Colon (SBN 322284) Knight Law Group, LLP 10250 Constellation Blvd, Suite 2500, Los Angeles, CA 90067 TELEPHONE NO.: (310) 552-2250 FAX NO.: (310) 552-7973 ATTORNEY FOR (Name): JESSICA RAMIREZ		FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside STREET ADDRESS: 3255 E. Tahquitz Canyon Way MAILING ADDRESS: 3255 E. Tahquitz Canyon Way CITY AND ZIP CODE: Palm Springs, CA 92262 BRANCH NAME: Palm Springs Courthouse		CASE NUMBER: <div style="border: 1px solid black; padding: 2px; display: inline-block;">CVP82201041</div> JUDGE: DEPT:	
CASE NAME: Jessica Ramirez v. Volkswagen Group Of America, Inc., a California Corporation, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (<i>not specified above</i>) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (*specify*): 2
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: 3/16/2022

Maite C. Colon

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Electronically FILED by Superior Court of California, County of Riverside on 03/16/2022 11:30 AM
Case Number CVPS2201041 0000014968060 - W. Samuel Hamrick Jr., Executive Officer/Clerk of the Court By Cynthia Chagoya, Clerk

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Attorneys for Plaintiff,
JESSICA RAMIREZ

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

JESSICA RAMIREZ,

Plaintiff,

vs.

**VOLKSWAGEN GROUP OF AMERICA,
INC., a New Jersey Corporation, and DOES 1
through 10, inclusive,**

Defendants.

Case No.: **CVPS2201041**

Unlimited Jurisdiction

COMPLAINT

- 1. VIOLATION OF SONG-BEVERLY
ACT - BREACH OF EXPRESS
WARRANTY**
- 2. VIOLATION OF SONG-BEVERLY
ACT - BREACH OF IMPLIED
WARRANTY**

*Assigned for All Purposes to the
Honorable*

Department

1 Plaintiff, JESSICA RAMIREZ, alleges as follows against Defendants, VOLKSWAGEN
2 GROUP OF AMERICA, INC., a New Jersey Corporation, ("VOLKSWAGEN"); and DOES 1
3 through 10 inclusive; on information and belief, formed after an inquiry reasonable under the
4 circumstances:

5 **DEMAND FOR JURY TRIAL**

6 1. Plaintiff, JESSICA RAMIREZ, hereby demands trial by jury in this action.

7 **GENERAL ALLEGATIONS**

8 2. Plaintiff, JESSICA RAMIREZ, is an individual residing in the City of Mountain Center,
9 County of Riverside, and State of California.

10 3. Defendant VOLKSWAGEN is and was a New Jersey Corporation registered to do business
11 in the State of California with its registered office in the City of Sacramento, County of
12 Sacramento, and State of California.

13 4. These causes of action arise out of the warranty obligations of VOLKSWAGEN in
14 connection with a motor vehicle for which VOLKSWAGEN issued a written warranty.

15 5. Plaintiff does not know the true names and capacities, whether corporate, partnership,
16 associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive,
17 under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1
18 through 10, inclusive, are in some manner responsible for the acts, occurrences and transactions
19 set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint
20 to set forth the true names and capacities of the fictitiously named Defendant, together with
21 appropriate charging allegations, when ascertained.

22 6. All acts of corporate employees as alleged were authorized or ratified by an officer,
23 director, or managing agent of the corporate employer.

24 7. The warranty contract is attached and incorporated by its reference as Exhibit 1.

25 8. Plaintiff hereby revokes acceptance of the Subject Vehicle.

26 9. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code
27 sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for family
28 or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

1 10. Plaintiff is a "buyer" of consumer goods under the Act.

2 11. Defendant VOLKSWAGEN is a "manufacturer" and/or "distributor" under the Act.

3 12. Plaintiff hereby demands trial by jury in this action.

4 **FIRST CAUSE OF ACTION**

5 **Violation of the Song-Beverly Act – Breach of Express Warranty**

6 **(Against Defendant VOLKSWAGEN and Does 1 through 10)**

7 13. Plaintiff incorporates herein by reference each and every allegation contained in the
8 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

9 14. On January 29, 2020, Plaintiff entered into a warranty contract with VOLKSWAGEN
10 regarding a 2019 Volkswagen Atlas, VIN: 1V2LR2CA0KC535638, ("the Subject Vehicle"). The
11 terms of the express warranty are described in full in Exhibit 1.

12 15. Defects and nonconformities to warranty manifested themselves within the applicable
13 express warranty period, including but not limited to exterior and engine.

14 16. The nonconformities substantially impair the use, value and/or safety of the Subject
15 Vehicle.

16 17. Plaintiff delivered the Subject Vehicle to an authorized VOLKSWAGEN repair facility
17 for repair of the nonconformities.

18 18. Defendant was unable to conform the Subject Vehicle to the applicable express warranty
19 after a reasonable number of repair attempts.

20 19. Under the Song-Beverly Act, Defendant had an affirmative duty to promptly offer to
21 repurchase or replace the Subject Vehicle at the time if failed to conform the Subject Vehicle to
22 the terms of the express warranty after a reasonable number of repair attempts.

23 20. Defendant failed to comply with its affirmative duty to promptly repurchase the Subject
24 Vehicle upon its qualification as a lemon under the Song-Beverly Act. Only after Plaintiff's contact
25 of Defendant's customer service, did Defendant make a belated offer. That belated offer was not
26 made in compliance with the Song-Beverly Act for numerous reasons, including but not limited to
27 that Defendant made improper deductions such as deducting negative equity, which was included
28 in the vehicle's total sales price. The belated offer also failed to include, among other things,

1 reimbursement for all incidental and consequential damages allowed under the Song-Beverly Act
 2 and included invalid terms such as a confidentiality clause and the signing of an undisclosed
 3 release.

4 21. By failure of Defendant to conform the Subject Vehicle to the express warranty, or to
 5 promptly issue restitution pursuant to the Song Beverly Act, Defendant is in violation of the Song
 6 Beverly Act.

7 22. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle less
 8 that amount directly attributable to use by the Plaintiff prior to the first presentation to an
 9 authorized repair facility for a nonconformity.

10 23. Plaintiff is entitled to all incidental, consequential, and general damages resulting from
 11 Defendant's failure to comply with its obligations under the Song-Beverly Act.

12 24. Plaintiff is entitled under the Song-Beverly Act to recover as part of the judgment a sum
 13 equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred
 14 in connection with the commencement and prosecution of this action.

15 25. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two times
 16 the amount of actual damages for VOLKSWAGEN's willful failure to comply with its
 17 responsibilities under the Act.

18 19 **SECOND CAUSE OF ACTION**

20 **Violation of the Song-Beverly Act – Breach of Implied Warranty**

21 **(Against Defendant VOLKSWAGEN and Does 1 through 10)**

22 26. Plaintiff incorporates herein by reference each and every allegation contained in the
 23 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

24 27. VOLKSWAGEN and its authorized dealership at which Plaintiff purchased the Subject
 25 Vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the Subject
 26 Vehicle. The sale of the Subject Vehicle was accompanied by an implied warranty of fitness.

27 28. The sale of the Subject Vehicle was accompanied by an implied warranty that the Subject
 28 Vehicle was merchantable pursuant to Civil Code section 1792.

1 29. The Subject Vehicle was delivered to Plaintiff with latent defects, including, but not limited
2 to, exterior and engine.

3 30. The Subject Vehicle was not fit for the ordinary purpose for which such goods are used.

4 31. The Subject Vehicle did not measure up to the promises or facts stated on the container or
5 label.

6 32. The Subject Vehicle was not of the same quality as those generally acceptable in the trade.

7 33. Plaintiff justifiably revoked acceptance of the Subject Vehicle under Civil Code, section
8 1794, et seq. prior to the filing of this Complaint during a contact to VOLKSWAGEN's customer
9 service.

10 34. Plaintiffs hereby revoke acceptance of the Subject Vehicle.

11 35. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code, section
12 1794, et seq.

13 36. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code, section 1794, et
14 seq. and Commercial Code, section 2711.

15 37. Plaintiffs are entitled to recover any "cover" damages under Commercial Code, sections
16 2711, 2712, and Civil Code, section 1794, et seq.

17 38. Plaintiffs are entitled to recover all incidental and consequential damages pursuant to 1794
18 et seq. and Commercial Code, sections 2711, 2712, and 2713 et seq.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

- 21 1. For general, special and actual damages according to proof at trial;
- 22 2. For rescission of the purchase contract and restitution of all monies expended;
- 23 3. For diminution in value;
- 24 4. For incidental and consequential damages according to proof at trial;
- 25 5. For civil penalty in the amount of two times Plaintiff's actual damages;
- 26 6. For prejudgment interest at the legal rate;
- 27 7. For revocation of acceptance of the Subject Vehicle;
- 28 8. For reasonable attorney's fees and costs of suit; and

1 9. For such other and further relief as the Court deems just and proper under the
2 circumstances.
3

4 Dated: March 16, 2022

KNIGHT LAW GROUP, LLP

5
6 

7 ROGER KIRNOS (SBN 283163)
8 MATIE C. COLON (SBN 322284)
9 Attorneys for Plaintiff,
JESSICA RAMIREZ

10 Plaintiff, JESSICA RAMIREZ, hereby demands trial by jury in this action.
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EXHIBIT 1



Welcome to your

VW Online Owner's Manual

Dashboard *

Your vehicle: 2019 Atlas 3.6 CL GT206 TSIA8A
VIN: 1V2LR2CA0KC535638

Search in your document

Vehicle overview

Front view

→ Collapse

Signs and symbols

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About this Manual

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Vehicle overview

Front view

Side view

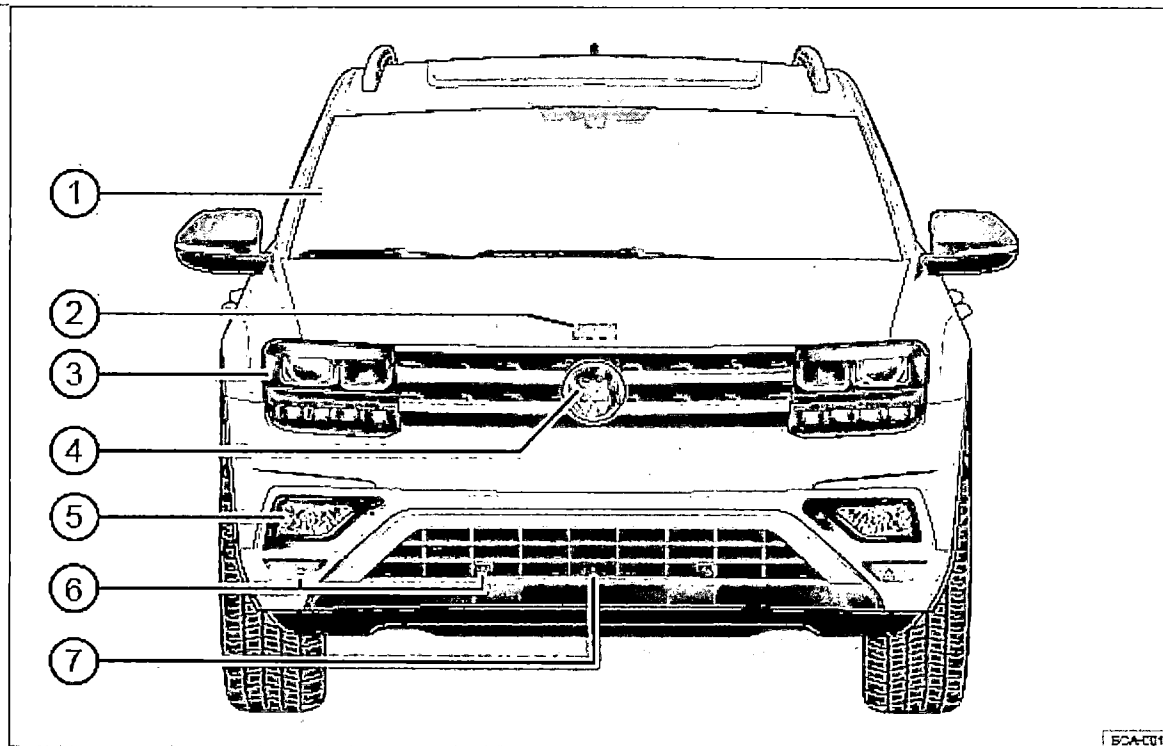


Fig. 1 Vehicle front overview.

Key to ⇒ Fig. 1 :**① Front windshield:**

- Vehicle Identification number (VIN) ⇒ *Technical data*
- Windshield heating ⇒ *Windshield heating*
- Windshield wipers ⇒ *Windshield wipers and washer*
- Camera for assistance systems ⇒ *Driver assistance systems*
- Rain sensor (if equipped) ⇒ *Windshield wipers and washer*

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- Low-light sensor (if equipped) ⇒ *Lights*
- Light Assist (if equipped) ⇒ *Lights*
- ② Engine hood release ⇒ *In the engine compartment*
- ③ Headlights (on left and right) ⇒ *Lights* ⇒ *Replacing light bulbs*
- ④ Radar sensor behind the Volkswagen emblem:
 - Adaptive Cruise Control (ACC) (if equipped) ⇒ *Adaptive Cruise Control (ACC)*
 - Front Assist (if equipped) ⇒ *Forward Collision Warning (Front Assist)*
- ⑤ Fog lights/static cornering lights (on left and right, if equipped) ⇒ *Lights* ⇒ *Replacing light bulbs*
- ⑥ Sensors for:
 - Park Distance Control (PDC) (if equipped) ⇒ *Park Distance Control (PDC)*
 - Park Assist (if equipped) ⇒ *Park Assist*
- ⑦ Camera for Area View ⇒ *Area View*

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Side view

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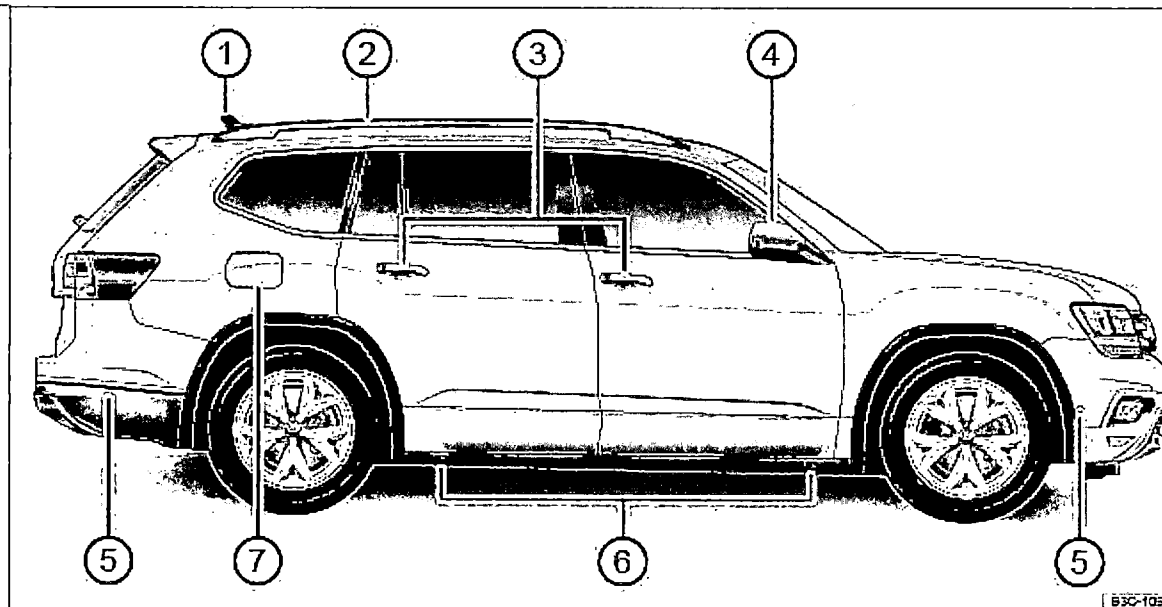


Fig. 2 Vehicle side overview.

Key to ⇒ Fig. 2 :

- ① Roof antenna ⇒ *Consumer information*
- ② Roof rails (if equipped) ⇒ *Roof rack*
- ③ Outside door handles ⇒ *Doors and power locking system*
- ④ Outside mirror ⇒ *Mirrors*
 - Display for Blind Spot Monitor (if equipped) ⇒ *Blind Spot Monitor*
- ⑤ Sensors:
 - Area View camera (if equipped) ⇒ *Area View*
 - Additional turn signal light ⇒ *Lights*

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- Park Assist (if equipped) ⇒ *Park Assist*

⑥ Lift points for the jack ⇒ *Lifting the vehicle with the vehicle jack*

⑦ Fuel filler flap ⇒ *Refueling*

Numbers ② through ⑥ are in the same place on the left side of the vehicle.

Rear view

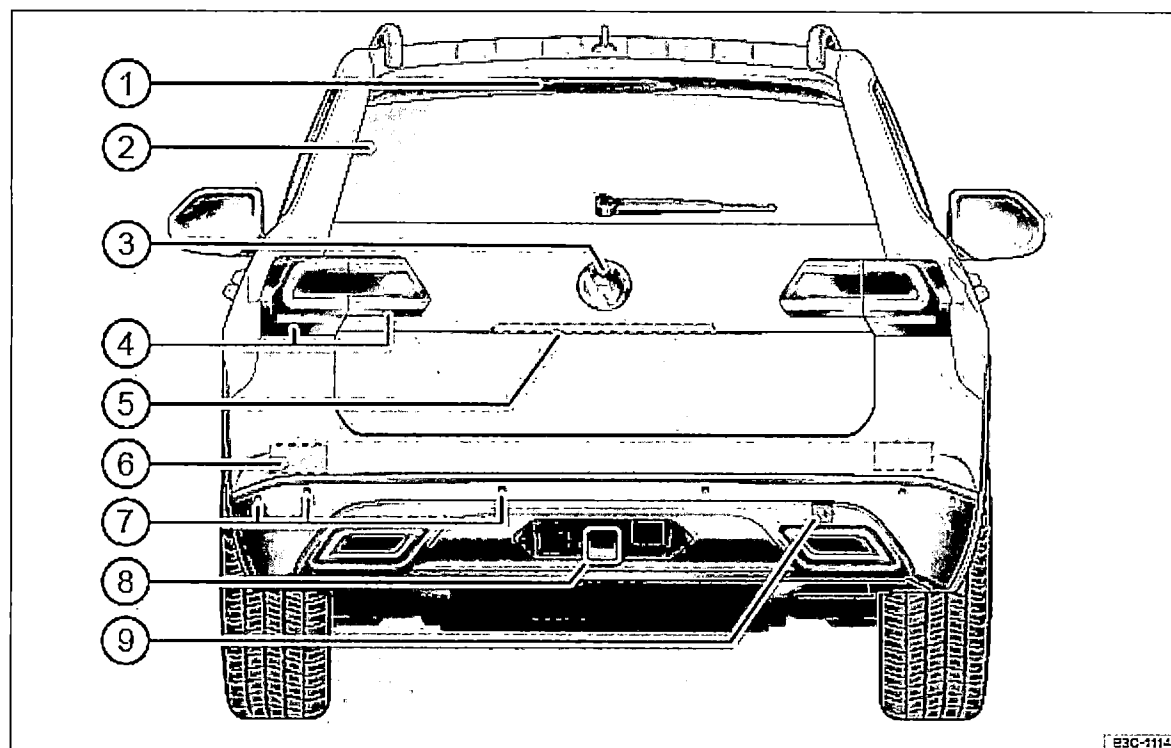


Fig. 3 Vehicle rear overview.

Key to ⇒ Fig. 3 :

① Right-mounted brake light

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② Rear window:

- Rear window defroster ⇒ *Climate control*
- rear windshield wiper ⇒ *Windshield wipers and washer*
- Roof antenna ⇒ *Consumer information*

③ Volkswagen emblem

④ Taillights (on left and right) ⇒ *Lights ⇒ Replacing light bulbs*

⑤ Areas in the trunk lid:

- Button to open the trunk lid ⇒ *Power operation of the trunk lid*
- Camera for Rear View and Area View ⇒ *Rear View Camera system, ⇒ Area View*
- License plate lights ⇒ *Replacing light bulbs*

⑥ Sensors for the Blind Spot Monitor and Rear Traffic Alert (approximate location on left and right, if equipped) ⇒ *Blind Spot Monitor* and ⇒ *Rear Traffic Alert*

→ Collapse

⑦ Sensors (on left and right):

- Park Distance Control (PDC) (if equipped) ⇒ *Park Distance Control (PDC)*
- Park Assist (if equipped) ⇒ *Park Assist*

⑧ Trailer hitch preparation ⇒ *Trailer towing*

⑨ Threaded hole for the rear towing eye behind a cover (if equipped) ⇒ *Towing*

Driver door overview

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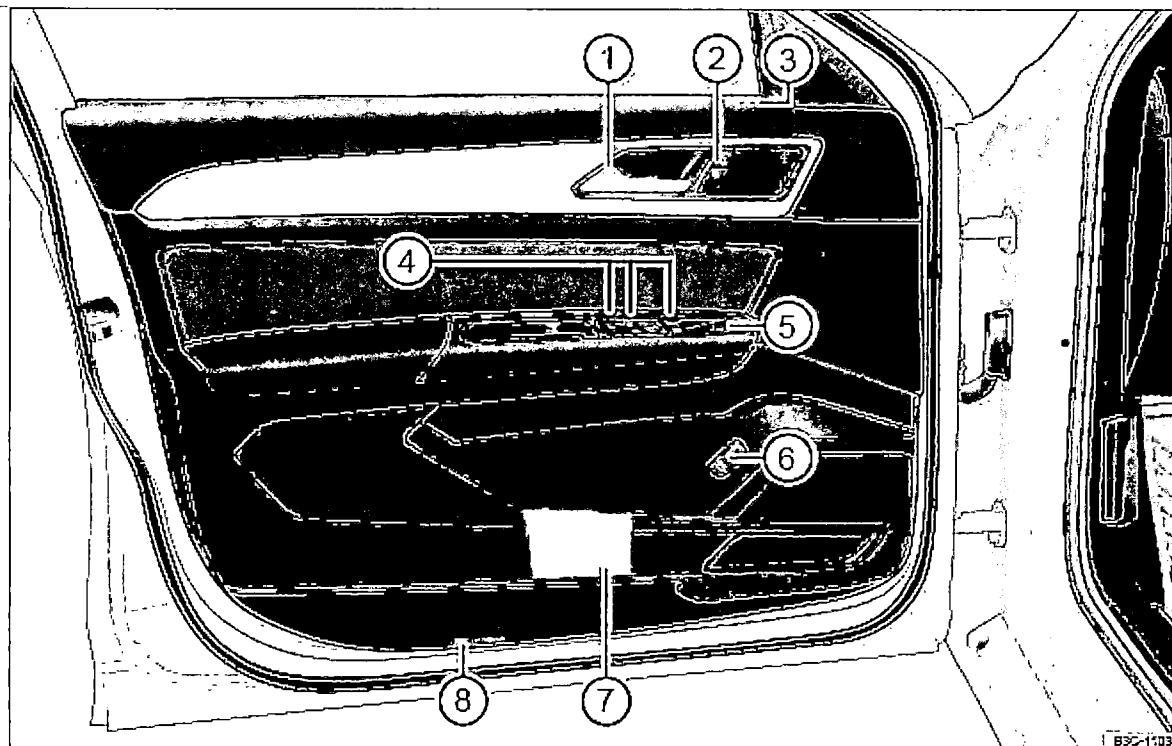


Fig. 4 Overview of the controls in the driver door.

Key to ⇒ Fig. 4 :

- ① Door handle
- ② Power locking button for locking and unlocking the vehicle – ⇒ *Doors and power locking sys*
- ③ Indicator light for the power locking system ⇒ *Doors and power locking system*
- ④ Switches for operating the power windows: ⇒ *Power windows*
 - Power windows
 - Safety switch for rear power windows

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- Adjusting outside mirrors **L-O-R**

- Outside mirror heating

- Fold outside mirrors

⑥ Switch for releasing the trunk lid

⑦ Storage compartment ⇒ *Storage areas*

⑧ Light

Driver side overview

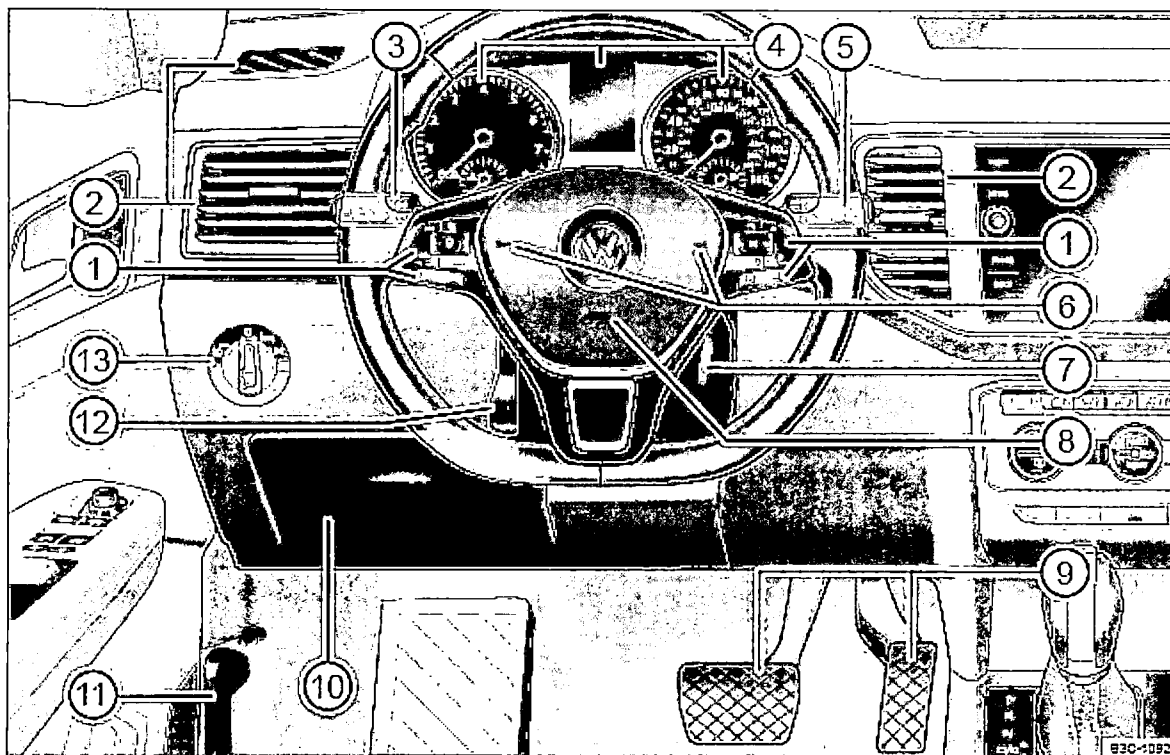


Fig. 5 Driver side overview

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Vehicle overview

Front view

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Key to ⇒ Fig. 5 :

① Multi-function steering wheel controls ⇒ *Instrument cluster*, ⇒ *Cruise control*, ⇒ *Adaptive Cruise Control (ACC)*:

- Volume setting for radio, navigation system notifications (if applicable), or telephone calls
- Voice control activation
- Display Phone main menu or accept telephone calls
- Audio, navigation
- Control buttons for the Volkswagen Information System – **OK** – ,
- Cruise control or Adaptive Cruise Control buttons , **SET**, **CHL**, **RES**, **+** – **-**,

② Air vents ⇒ *Climate control*

③ Lever for ⇒ *Lights*:

- High beams
- Headlight flasher
- Turn signals

④ Instrument cluster:

- Instruments and displays ⇒ *Instrument cluster*
- Warning and Indicator lights ⇒ *Warning and indicator lights*

⑤ Windshield wiper and washer lever ⇒ *Windshield wipers and washer*:

- Windshield wiper **HIGH** – **LOW**

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- Interval settings for the wipers or sensitivity for the rain sensor  (if equipped)

- Windshield wiper **OFF**

- One-tap wiping 

- Automatic wipe/wash for windshield 

- Rear window wiper 

- Rear window automatic wipe/wash 

⑥ Horn

⑦ Ignition switch (vehicles without Keyless Access) or location for the emergency start feature for the Keyless Access system ⇒ *Starting and stopping the engine*

⑧ Driver front airbag ⇒ *Airbag system*

⑨ Pedals ⇒ *Pedals*

⑩ Storage compartment ⇒ *Storage areas*



⑪ Lever for releasing the engine hood ⇒ *In the engine compartment*

⑫ Lever for the adjustable steering wheel ⇒ *Manually adjusting the steering wheel position*

⑬ Headlight switch ⇒ *Lights:*

- Off position **0**

- Automatic headlights **AUTO** (if equipped)

- Parking lights  and low beams 

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Upper center console

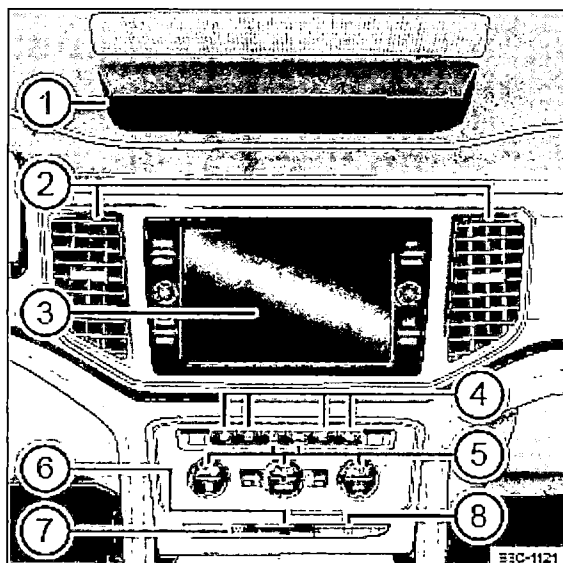







Fig. 6 Overview of the upper center console.

Key to ⇒ Fig. 6 :

- ① Storage compartment ⇒ *Storage and equipment*
- ② Air vents ⇒ *Climate control*
- ③ Infotainment system ⇒ *Booklet Infotainment system,*
- ④ Seat ventilation button  or  and seat heating buttons  or  ⇒ *Climate control*
- ⑤ Controls:
 - Manual air conditioning ⇒ *Climate control*
 - Climatronic ⇒ *Climate control*
- ⑥ Button for the emergency flashers  ⇒ *In an emergency*

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- Start-stop system  ⇒ *Start-stop system*

- Steering wheel heating ⇒ *Climate control*

⑧ PASSENGER AIR BAG **OFF**  light (front airbag for front seat passenger) ⇒ *Airbag system*

Lower center console

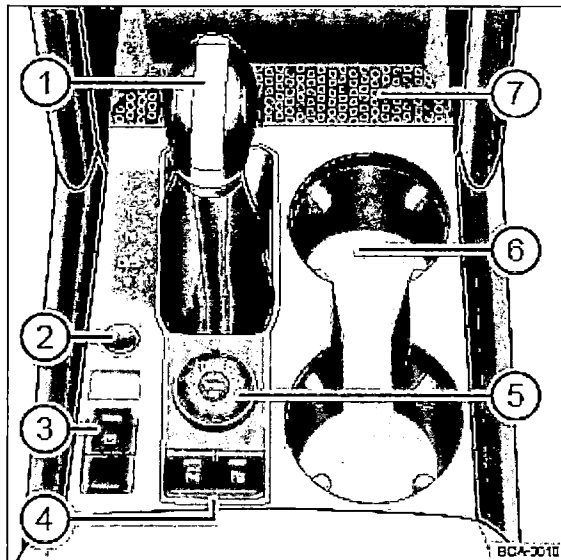



Fig. 7 Overview of the lower center console.

Key to ⇒ Fig. 7 :

- ① Automatic transmission selector lever ⇒ *Automatic transmission*
- ② Starter button (for vehicles with Keyless Access) **START – ENGINE – STOP** ⇒ *Starting and stopping the engine*
- ③ Electronic parking brake  ⇒ *Electronic parking brake*
- ④ Buttons for:

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- Area View (if equipped)

- Park Assist ⇒ *Park Assist*

⑤ Area for:

- Storage compartment ⇒ *Storage and equipment*
- USB port, AUX-IN jack ⇒ *Booklet/Infotainmentsystem*,
- 12 Volt socket ⇒ *Electrical sockets in the vehicle*

⑥ Cup holders ⇒ *Cup holders*

⑦ Rotary knob for 4MOTION Active Control ⇒ *4MOTION Active Control*

Front passenger side overview

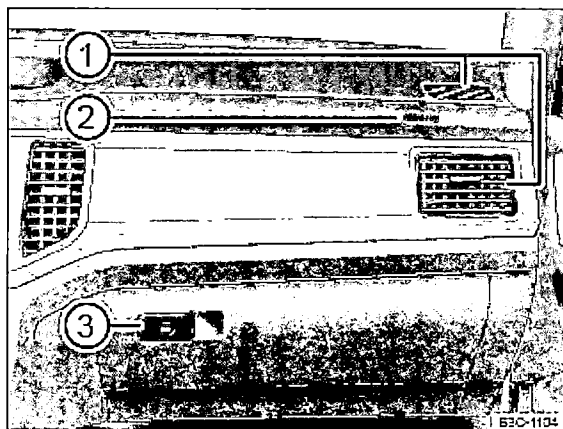


Fig. 8 Overview of the front passenger side.

Key to ⇒ Fig. 8 :

① Air vent ⇒ *Climate control*

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③ Opening handle for the lockable glove compartment ⇒ *Storage areas*

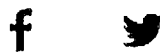
Applicable only in the United States

Roof console

Symbol	Meaning	See
	Interior and reading lights.	⇒ <i>Lights</i>
	Power sunroof.	⇒ <i>Power sunroof</i>
	Buttons for sunshade.	⇒ <i>Power sunroof</i>
	3-button module for vehicles with Car-Net®.	⇒ <i>VW Car-Net®</i>
123	Buttons for HomeLink® Universal Transmitter.	

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Front view

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Electronically FILED by Superior Court of California, County of Riverside on 03/16/2022 11:30 AM

Case Number CVP82201041 0000014968062 - W. Samuel Hamrick Jr., Executive Officer/Clerk of the Court By Cynthia Chagoya, Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

☐ BANNING 135 N. Alessandro Rd., Banning, CA 92220
☐ BLYTHE 265 N. Broadway, Blythe, CA 92225
☐ HEMET 880 N. State St., Hemet, CA 92543
☐ MORENO VALLEY 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553

☐ MURRIETA 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563
☒ PALM SPRINGS 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
☐ RIVERSIDE 4050 Main St., Riverside, CA 92501
☐ TEMECULA 41002 County Center Dr., #100, Temecula, CA 92591

RI-030

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address) Roger Kirnos (SBN 283163)/ Maite C. Colon (SBN 322284) Knight Law Group, LLP 10250 Constellation Blvd, Suite 2500 Los Angeles, CA 90067 TELEPHONE NO: (310) 552-2250 FAX NO. (Optional): (310) 552-7973 E-MAIL ADDRESS (Optional): emailservice@knightlaw.com ATTORNEY FOR (Name): JESSICA RAMIREZ		FOR COURT USE ONLY
PLAINTIFF/PETITIONER: JESSICA RAMIREZ DEFENDANT/RESPONDENT: Volkswagen Group Of America, Inc., et al.		CASE NUMBER: CVP82201041
CERTIFICATE OF COUNSEL		

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

- ☒ The action arose in the zip code of: 92234
- ☐ The action concerns real property located in the zip code of: _____
- ☐ The Defendant resides in the zip code of: _____

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 1.0015 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 03/16/22

Maite C. Colon

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)



(SIGNATURE)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Palm Springs Courthouse
3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262

Case Number: CVPS2201041

Case Name: RAMIREZ vs VOLKSWAGEN GROUP OF AMERICA, INC., A NEW JERSEY CORPORATION

NOTICE OF DEPARTMENT ASSIGNMENT



The above entitled case is assigned to the Honorable Kira L. Klatchko in Department PS1 for All Purposes.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

The court follows California Rules of Court, Rule 3.1308(a)(1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the internet by 3:00 p.m. on the court day immediately before the hearing at <http://riverside.courts.ca.gov/tentativerulings.shtml>. If you do not have internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, you must (1) notify the judicial secretary at (760) 904-5722 and (2) inform all other parties, no later than 4:30 p.m. the court day before the hearing. If no request for oral argument is made by 4:30 p.m., the tentative ruling will become the final ruling on the matter effective the date of the hearing.

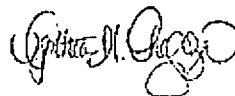
The filing party shall serve a copy of this notice on all parties.

	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
	Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

Dated: 03/16/2022

W. SAMUEL HAMRICK JR.,
Court Executive Officer/Clerk of Court

by:



C. Chagoya, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Palm Springs Courthouse
3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262

Case Number: CVPS2201041

Case Name: RAMIREZ vs VOLKSWAGEN GROUP OF AMERICA, INC., A NEW JERSEY CORPORATION

VOLKSWAGEN GROUP OF AMERICA, INC., A NEW JERSEY CORPORATION

NOTICE OF CASE MANAGEMENT CONFERENCE

The Case Management Conference is scheduled as follows:

Hearing Date	Hearing Time	Department
09/14/2022	8:30 AM	Department PS1
Location of Hearing: 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262		

No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement and serve it on all other parties in the case. CRC, Rule 3.725.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6 shall be filed in accordance with that section.

Remote Appearance at Hearing: The court **strongly encourages** parties and counsel to appear remotely for non-evidentiary hearings in civil cases. Pursuant to local rule 3132, persons intending to appear remotely shall notify all opposing parties of their intention to appear remotely before the hearing. Notice may be given informally, including by telephone, email, or text message. To appear remotely, on the day of the hearing, either use your computer, mobile device, or dial (833) 568-8864 (toll free) or (669) 254-5252, when prompted enter:

Meeting ID: 160-520-9376 #
Access Code: Press the # key (no number after the #)

Please MUTE your phone until your case is called, and it is your turn to speak. It is important to note that you must call twenty (20) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.



Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (<https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf>) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.




Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A *Request for Accommodations by Persons With Disabilities and Order* (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the Notice of Case Management Conference on this date, by depositing said copy as stated above.

Dated: 03/16/2022

W. SAMUEL HAMRICK JR.,
Court Executive Officer/Clerk of Court

by: 

C. Chagoya, Deputy Clerk

Electronically FILED by Superior Court of California, County of Riverside on 03/18/2022 11:43 AM
Case Number CVPS2201041 0000015277886 - W. Samuel Harnrick Jr., Executive Officer/Clerk of the Court By Brenda Tucker, Clerk

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Fax: (310) 552-7973

Attorneys for Plaintiff,
JESSICA RAMIREZ

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

JESSICA RAMIREZ,

Plaintiff,

vs.

**VOLKSWAGEN GROUP OF AMERICA,
INC., a New Jersey Corporation, and DOES
1 through 10, inclusive,**

Defendants.

Case No.: CVPS2201041

Unlimited Jurisdiction

DEMAND FOR JURY TRIAL

*Assigned for All Purposes to the
Honorable*

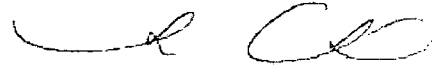
Department

DEMAND FOR JURY TRIAL

Plaintiff, JESSICA RAMIREZ, hereby demands trial by jury in this action.

Dated: March 16, 2022

KNIGHT LAW GROUP, LLP



Roger Kirnos (SBN 283163)
Maite C. Colon (SBN 322284)
Attorneys for Plaintiff,
JESSICA RAMIREZ

EXHIBIT B

Squire Patton Boggs (US) LLP
 Sean P. Conboy, No. 214487
 sean.conboy@squirepb.com
 Anthony P. Greco, No. 296398
 anthony.greco@squirepb.com
 555 South Flower Street, 31st Floor
 Los Angeles, CA 90071
 Telephone: +1 213.624.2500
 Facsimile: +1 213.623.4581

Attorneys for Defendant
 Volkswagen Group of America, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF RIVERSIDE

JESSICA RAMIREZ,

Plaintiff,

v.

VOLKSWAGEN GROUP OF AMERICA,
 INC., a New Jersey Corporation; and DOES 1
 through 10, inclusive

Defendants.

Case No. CVPS2201041

**DEFENDANT VOLKSWAGEN GROUP OF
 AMERICA, INC.'S ANSWER TO COMPLAINT**

Complaint Filed: March 16, 2022

COMES NOW Defendant Volkswagen Group of America, Inc., and in answer to
 Plaintiff's Complaint on file herein alleges and avers as follows:

GENERAL DENIAL

Defendant Volkswagen Group of America, Inc. ("Defendant" or "VWGoA"), for itself
 and for no other person or entity, files this general denial pursuant to Code of Civil Procedure
 section 431.30(d) and hereby denies – each and every, all and singular, generally and specifically
 – the allegations contained in Plaintiff's Complaint, and further specifically denies that Plaintiff
 has been injured in any way or damaged in any sum or amount whatsoever.

AFFIRMATIVE DEFENSES

AS AND FOR ITS SEPARATE, DISTINCT, AND AFFIRMATIVE DEFENSES to the Complaint on file herein and to each cause of action thereof, this answering Defendant alleges as follows:

FAILURE TO STATE A CAUSE OF ACTION

(As to all claims)

1. The subject Complaint fails to state facts sufficient to constitute a cause of action upon which relief may be granted against this answering Defendant.

LACK OF NONCONFORMITY

(As to all claims)

2. There is no warranted defect or nonconformity with respect to the subject vehicle. Moreover, the subject vehicle's alleged defects – if any exist – do not substantially impair the use, value or safety of the subject vehicle so as to warrant or support Plaintiff's Complaint, and thus Plaintiff is barred from the recovery sought therein.

NO REASONABLE NUMBER OF REPAIR ATTEMPTS

(As to all claims)

3. Plaintiff did not allow this answering Defendant or its dealer(s) a reasonable number of attempts to conform the subject vehicle to the express warranty applicable to it.

CONDITIONS BEYOND CONTROL OF DEFENDANT – CIV. CODE § 1793.2(b)

(As to all Song-Beverly Consumer Warranty Act claims)

4. Any delay in the repair of the subject vehicle or any alleged defect or nonconformity thereof was caused by conditions beyond this answering Defendant's control. (Civil Code § 1793.2(b)).

CONDITIONS BEYOND CONTROL OF DEFENDANT – CIV. CODE § 1793.22(b)(3)

(As to all Song-Beverly Consumer Warranty Act claims)

5. Any delay in the repair of the subject vehicle or any alleged defect or nonconformity was due to conditions beyond this answering Defendant's control. (Civil Code § 1793.22(b)(3)).

LACK OF WARRANTY COVERAGE

(As to all claims)

6. The alleged defects or nonconformities at issue, and any alleged damage resulting therefrom, were and are expressly excluded from and otherwise not covered by the express written limited warranty applicable to the subject vehicle.

FAULT OF OTHERS

(As to all claims)

7. The losses and damages complained of by Plaintiff, if any, were proximately caused by the negligence, acts, omissions and/or fault of Plaintiff and parties, individuals, or entities other than this answering Defendant.

ALTERATION OF PRODUCT

(As to all claims)

8. Upon information and belief, the subject vehicle was altered, changed, or otherwise modified by parties, individuals, or entities other than this answering Defendant, and said modifications, changes, or alterations were a proximate cause of the damages alleged by Plaintiff, if any there were.

MISUSE OF VEHICLE AND FAILURE TO FOLLOW INSTRUCTIONS

(As to all claims)

9. Upon information and belief, any alleged defects or nonconformities in the subject vehicle were caused solely and exclusively by misuse, abuse, and failure to use the subject vehicle in the manner in which it was intended, and by a failure to follow instructions regarding the subject vehicle. Such misuse, abuse, and failure to follow instructions on the part of Plaintiff and parties, individuals, and entities other than this answering Defendant, proximately caused or contributed to the damages complained of, if any there were.

UNAUTHORIZED OR UNREASONABLE USE

(As to all Song-Beverly Consumer Warranty Act claims)

10. Upon information and belief, any alleged defects or nonconformities in the subject vehicle were caused by the unauthorized or unreasonable use of the subject vehicle following sale. (Civil Code § 1794.3).

FAILURE TO COMPLY WITH APPLICABLE PROVISIONS OF LAW

(As to all Song-Beverly Consumer Warranty Act claims)

11. Plaintiff has failed to comply with the requirements of the applicable statutory provisions for asserting the causes of action alleged in the Complaint including, but not limited to, those set forth under the provisions the Song-Beverly Consumer Warranty Act, Civil Code section 1791 *et seq.*; accordingly, Plaintiff is barred from asserting such claims in this action.

FAILURE TO EXHAUST DISPUTE RESOLUTION PROCESS – CIVIL CODE § 1793.22(C)

(As to all Song-Beverly Consumer Warranty Act claims)

12. Upon information and belief, Plaintiff did not resort to, exhaust, or otherwise fully comply with a qualified third-party dispute resolution process, pursuant to Civil Code section 1793.22(c).

COMPLIANCE

(As to all Song-Beverly Consumer Warranty Act claims)

13. This answering Defendant has complied with its obligations under the implied warranty and limited express warranty, and with the requirements of the Song-Beverly Consumer Warranty Act.

CIVIL CODE § 1794(e)(2)

(As to all Song-Beverly Consumer Warranty Act claims)

14. This answering Defendant maintains a qualified third-party dispute resolution process which complies or substantially complies with Section 1793.22 and therefore this answering Defendant is not liable for civil penalties pursuant to Section 1794(e)(2).

LACK OF VERTICAL PRIVACY

(As to all implied warranty claims)

15. Plaintiff's claims for breach of implied warranty are barred by a lack of vertical privity between Plaintiff and this answering Defendant, as Plaintiff did not purchase the subject vehicle from or otherwise contract with this answering Defendant.

FAILURE TO MITIGATE DAMAGES

(As to all claims)

16. Plaintiff was under a duty to mitigate any damages which may have been sustained, and Plaintiff failed to act reasonably and properly to mitigate any damages or losses Plaintiff claims to have sustained, if any there were. Accordingly, Plaintiff is barred from recovering any damages, which could have been avoided by reasonable mitigation efforts.

REPAIR

(As to all claims)

17. If there were any nonconformities or defects manifested in the subject vehicle (which this answering Defendant expressly denies), those nonconformities or defects have been fully serviced or repaired to conform the vehicle to the applicable warranty(ies).

EQUITABLE DEFENSES

(As to all claims seeking equitable relief)

18. Plaintiff is estopped from seeking equitable relief from this answering Defendant because, upon information and belief, Plaintiff's own inequitable conduct precludes equitable relief under the doctrines of unclean hands, equitable estoppel, and/or laches.

EXPIRATION OF IMPLIED WARRANTY – CIVIL CODE § 1791.1

(As to all Song-Beverly Consumer Warranty Act claims)

19. Any and all implied warranties, if any there were, including but not limited to warranties of merchantability and fitness, expired by their own terms or by operation of Civil Code section 1791.1 prior to the filing of Plaintiff's Complaint.

STATUTE OF LIMITATIONS

(As to all claims)

20. Upon information and belief, the claims alleged in the Complaint are barred by the applicable statutes of limitations including, but not limited to, the provisions of California Code of Civil Procedure sections 312, 337(1)-(3), 338(a) (d) (j), 339(1) (3), and 343, and/or California Commercial Code section 2725.

DEMAND FOR ARBITRATION

(As to all claims)

21. Upon information and belief, the contract for the lease of the subject vehicle referenced in Plaintiff's Complaint includes an arbitration clause and by way of this answer and affirmative defense, this answering Defendant hereby demands arbitration and does not waive its rights to seek arbitration of those issues.

CODE CIVIL PROCEDURE § 389

(As to all claims)

22. Upon information and belief, the Complaint does not name all necessary or indispensable persons as plaintiffs in this action, and does not state the reasons said person(s) is/are not joined; therefore, the action should be dismissed.

CIVIL CODE § 1793.22 (NO NOTICE)

(As to all Song-Beverly Consumer Warranty Act claims)

23. This answering Defendant clearly and conspicuously disclosed to Plaintiff the provisions of Civil Code section 1793.22 and of Civil Code section 1793.2(d), including the requirement that Plaintiff must notify this answering Defendant directly pursuant to paragraphs (1) and (2) of Civil Code section 1793.22(b). This answering Defendant is informed and believes, and based thereon alleges, that Plaintiff did not give proper notice to this answering Defendant.

NO WILLFUL VIOLATION

(As to all Song-Beverly Consumer Warranty Act claims)

24. Plaintiff cannot recover a civil penalty because this answering Defendant's acts or omissions were not willful. (Civ. Code, § 1794(c)).

CIVIL CODE § 1794 (BREACH OF IMPLIED WARRANTY)

(As to all Song-Beverly Consumer Warranty Act claims)

25. Plaintiff cannot recover a civil penalty because Plaintiff's claim is based on breach of an implied warranty. (Civ. Code, § 1794(c)).

CIV. CODE § 1794(E)(3) (NO NOTICE)

(As to all Song-Beverly Consumer Warranty Act claims)

26. This answering Defendant is informed and believes, and based thereon alleges, that Plaintiff cannot recover a civil penalty for a non-willful violation of paragraph (2) of subdivision (d) of Civil Code section 1793.2, because Plaintiff failed to serve proper notice. (Civ. Code § 1794(e)(3)).

27. This answering Defendant is not a retailer or distributor of used vehicles so cannot be liable for any alleged breach of implied warranty.

CIV. CODE §§ 1511 AND 1512 (EXCUSE OF PERFORMANCE)

28. VWGoA was excused from repurchasing the vehicle pursuant to Civil Code section 1793.2, subdivision (d)(2)(B) because it promptly made the offer to perform, but plaintiff prevented the repurchase from taking place. (Civ. Code, §§ 1511, 1512.)

CIV. CODE § 1485 (EXTINGUISHMENT OF OBLIGATION)

29. Any obligation of VWGoA to repurchase the vehicle was extinguished because VWGOA offered to perform pursuant to Civil Code section 1793.2, subdivision (d)(2)(B). (Civ. Code, § 1485.)

CIV. CODE § 1504

30. Plaintiff is not entitled to recover prejudgment interest and even if he were, interest stopped accruing at the moment VWGoA offered to perform by repurchasing the vehicle pursuant Civil Code section 1793.2, subdivision (d)(2)(B). (Civ. Code, § 1504.)

PROMPT OFFER TO REPURCHASE

31. Plaintiff is not entitled to recover a civil penalty because VWGoA promptly offered to repurchase the vehicle from plaintiff pursuant to Civil Code section 1793.2, subdivision (d)(2).

RESERVATION OF DEFENSES

(As to all claims)

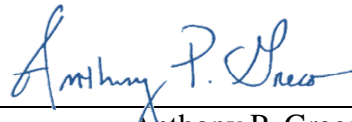
32. This answering Defendant has insufficient knowledge or information upon which to form a belief as to whether it may have additional affirmative defenses available, so this answering Defendant reserves the right to assert such additional defenses in the event discovery, investigation, or analysis indicate the need for same.

WHEREFORE, this answering Defendant prays for judgment and relief as follows:

1. That Plaintiff takes nothing by way of the Complaint on file herein;
2. For judgment in favor of this answering Defendant and against Plaintiff on each and every cause of action of the Complaint;
3. For this answering Defendant's attorneys' fees as allowed by law;
4. For this answering Defendant's costs of suit as allowed by law; and,
5. For such other relief as the Court may deem just and proper.

Dated: April 25, 2022

Squire Patton Boggs (US) LLP

By: 
 Anthony P. Greco
 Sean P. Conboy
 Attorneys for Defendant
 Volkswagen Group of America, Inc.

SQUIRE PATTON BOGGS (US) LLP
 555 South Flower Street, 31st Floor
 Los Angeles, CA 90071

Re: Jessica Ramirez. v. Volkswagen Group of America, Inc.
Riverside County Superior Court Case Number: CVPS2201041
Proof of Service

The undersigned certifies and declares as follows:

I am a resident of the State of California and over 18 years of age and am not a party to this action. My business address is 555 South Flower Street, 31st Floor, Los Angeles, California 90071, which is located in the county where any non-personal service described below took place.

On April 25, 2022, a copy of the following document(s):
DEFENDANT VOLKSWAGEN GROUP OF AMERICA, INC.'s ANSWER TO COMPLAINT

was served on:

Attorneys for Plaintiffs
JESSICA RAMIREZ

Roger Kirnos, Esq.
Maite C. Colon, Esq.
KNIGHT LAW GROUP, LLP
10250 Constellation Blvd., Suite 2500
Los Angeles, CA 90067
Phone: (310) 552-2250
Fax: (310) 552-7973
rogerk@knightlaw.com
maitec@knightlaw.com
emailservice@knightlaw.com

Service was accomplished as follows:

- ☒ **By Electronic Service**, pursuant to Appendix I – Emergency Rules Related to COVID-19, Emergency Rule 12, by transmitting via e-mail or electronic transmission the document(s) listed above to the parties at the e-mail address(es) set forth above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 25, 2022, at Los Angeles, California.



Itzel Vazquez Mora
440111.03940

EXHIBIT C

Lessee Billing Address (if different than above)	Vehicle Garaging Address (if different than above)
PO BOX 3241 IDYLLWILD, CA, 92549	N/A Principal Driver: (if business use) County:

In this Lease, "you" and "your" mean the lessee and co-lessee. "We," "us" and "our" mean the Lessor named above, and any assignee of this Lease.

☒ If this box is checked, Lessor will assign this Lease and sell the vehicle to VW Credit Leasing, Ltd. ("Assignee") and VW Credit, Inc. helped arrange this Lease.

The terms, conditions, and disclosures in this Lease govern your Lease with us. Each of you who signs the Lease is jointly and severally liable to us for all Lease obligations. You are leasing the Vehicle described below (the "Vehicle") from us. You agree to pay all amounts due under the Lease and fulfill all your obligations under the Lease. In this Lease, "e" means an estimate. The Consumer Leasing Act Disclosures shown below are also terms of this Lease. You are leasing the Vehicle and have no ownership rights in the Vehicle unless you exercise your purchase option.

Monthly Payment Lease: If your payment schedule shows monthly scheduled payments in Item 3A, your Lease is a monthly payment lease.

Single Payment Lease: If your payment schedule shows a single scheduled payment in Item 3B, your Lease is a single payment lease.

1. The Vehicle						
New/Used	Year	Make	Model	Body Style	Vehicle ID #	Odometer
NEW	2019	VOLKSWAGEN	ATLAS	3.6L V6 SE	1V2LR2CA0KC535638	505
						Primary Use
						Personal, unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

CONSUMER LEASING ACT DISCLOSURES

2. Amount Due at Lease Signing or Delivery (Itemized in Item 6) \$ <u>2,000.00</u>	3. Scheduled Payments A. Your first monthly payment of \$ <u>590.71</u> is due on <u>01/29/20</u> , followed by <u>47</u> monthly payments of \$ <u>590.71</u> , due on the <u>1</u> of each month. B. Your single payment of \$ <u>N/A</u> is due on <u>N/A</u> . C. The Total of your Scheduled Payments is \$ <u>28,354.08</u>	4. Other Charges (not part of your scheduled payment) A. Disposition fee (if you do not purchase the Vehicle and we do not waive the fee under Item 25(f)) \$ <u>395.00</u> B. <u>N/A</u> \$ <u>N/A</u> C. <u>N/A</u> \$ <u>N/A</u> D. Total \$ <u>395.00</u>	5. Total of Payments (The amount you will have paid by the end of the Lease) \$ <u>30,158.37</u> (2 + 3C + 4D - 6A3 - 6A4 - 6A5)
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6. Itemization of Amount Due at Lease Signing or Delivery	
A. Amount Due at Lease Signing or Delivery: 1. Capitalized cost reduction \$ <u>731.28</u> 2. Taxes on capitalized cost reduction \$ <u>56.67</u> 3. First monthly payment \$ <u>590.71</u> 4. Single scheduled payment \$ <u>N/A</u> 5. Refundable security deposit \$ <u>N/A</u> 6. Lease acquisition fee \$ <u>N/A</u> 7. Vehicle license fees \$ <u>381.00</u> 8. Registration, transfer, and titling fees \$ <u>140.00</u> 9. Sales/use tax \$ <u>6.59</u> 10. Document processing charge (not a governmental fee) \$ <u>85.00</u> 11. Electronic vehicle registration or transfer charge (not a governmental fee) \$ <u>N/A</u> 12. California tire fee \$ <u>6.75</u> 13. <u>N/A</u> \$ <u>N/A</u> 14. <u>N/A</u> \$ <u>N/A</u> 15. Total \$ <u>2,000.00</u>	B. How the Amount Due at Lease Signing or Delivery will be paid: 1. Net trade-in allowance \$ <u>N/A</u> 2. Rebates and noncash credits \$ <u>N/A</u> 3. Amount to be paid in cash \$ <u>2,000.00</u> 4. Other <u>N/A</u> \$ <u>N/A</u> 5. Total \$ <u>2,000.00</u>

7. Your scheduled payment is determined as shown below:

A. Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>35,500.00</u>) and any items you pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance).	\$ <u>41,323.00</u>
B. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.	- \$ <u>731.28</u>
C. Adjusted capitalized cost. The amount used in calculating your base scheduled payment.	= \$ <u>40,591.72</u>
D. Residual value. The value of the Vehicle at the end of the Lease used in calculating your base scheduled payment.	- \$ <u>19,120.80</u>
E. Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.	= \$ <u>21,470.92</u>
F. Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+ \$ <u>4,843.64</u>
G. Total of base scheduled payments. The depreciation and any amortized amounts plus the rent charge.	= \$ <u>26,314.56</u>
H. Lease payments. The number of payments in your Lease.	÷ <u>48</u>
I. Base scheduled payment.	= \$ <u>548.22</u>
J. Sales/use tax (e).	+ \$ <u>42.49</u>
K. Total Scheduled Payment.	= \$ <u>590.71</u>

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

8. **Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 10,000 miles per year at the rate of \$.20 per mile.

9. **Purchase Option at End of Lease Term.** You have an option to purchase the Vehicle at the end of the Lease term for \$ 19,120.80 plus a purchase option fee of \$ N/A. The purchase option price does not include official fees such as those for taxes, tags, licenses and registration.

10. **Other Important Terms.** See your Lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

11. Itemization of Gross Capitalized Cost	
A. Agreed upon value of the Vehicle as equipped at Lease signing \$ <u>35,500.00</u>	G. Document processing charge (not a governmental fee) \$ <u>N/A</u>
B. Agreed upon value of each accessory and item of optional equipment we agree to add to the Vehicle after Lease signing (describe)	H. Electronic vehicle registration or transfer charge (not a governmental fee) \$ <u>N/A</u>
<u>N/A</u> \$ <u>N/A</u>	I. California tire fee \$ <u>N/A</u>
<u>N/A</u> \$ <u>N/A</u>	J. Prior Credit or Lease Balance \$ <u>4,053.00</u>
<u>N/A</u> \$ <u>N/A</u>	Optional Products and Services:
<u>N/A</u> \$ <u>N/A</u>	K. <u>N/A</u> \$ <u>N/A</u>
C. Vehicle license fees \$ <u>N/A</u>	L. <u>N/A</u> \$ <u>N/A</u>
D. Registration, transfer, and titling fees \$ <u>N/A</u>	M. <u>VW EXCESS WEAR</u> \$ <u>1,095.00</u>
E. Lease acquisition fee \$ <u>675.00</u>	N. <u>N/A</u> \$ <u>N/A</u>
F. Sales/use tax \$ <u>N/A</u>	O. <u>N/A</u> \$ <u>N/A</u>
	P. Total Gross Capitalized Cost: \$ <u>41,323.00</u>

12. The Trade-In Vehicle	
A. Agreed Upon Value of Trade-In	\$ <u>11,563.80</u>
B. Prior Credit or Lease Balance	\$ <u>4,053.00</u>

IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS LEASE, WE MAY RETAKE THE VEHICLE.

13. **Official Fees and Taxes.** The total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included in your scheduled monthly payments or assessed otherwise: \$ 2,962.53 (e). The actual total of fees and taxes may be different than this estimate based on changes in the tax or fee rates and the value of the Vehicle when the fee or tax is determined.

14. **Late Payments.** For any payment not received within 10 days of the date it is due, you will pay a late charge of: 5% OF THE UNPAID AMOUNT OF THE PAYMENT

You will not have to pay a late charge if the only amount that is late is a late charge you owed for an earlier late payment.

15. **Returned Payment and Unpaid Fines and Fees.** You will also pay a returned payment charge of \$ 15.00 for any check, instrument or electronic funds debit that is returned unpaid for any reason, if the law allows it. If you don't pay a fine, penalty, toll, or parking ticket and we elect to pay it, you will reimburse us for the amount paid plus a \$ 25.00 Administrative Fee per incident, if the law allows it.

16. **Warranties.** The Vehicle is subject to the manufacturer's standard warranty, unless this box is checked: ☐

☐ If this box is checked, the Vehicle is subject to the following express warranties:

N/A

N/A

N/A

Warranty papers that are separate from this Lease state any coverage limits. The law gives you a warranty that the Vehicle conforms to the description in this Lease. **THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE.** Except as provided above or prohibited by law, the following two sentences apply. **THE VEHICLE IS BEING LEASED 'AS IS' AND 'WITH ALL FAULTS', AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH YOU. SHOULD THE VEHICLE PROVE DEFECTIVE FOLLOWING DELIVERY PURSUANT TO THIS LEASE, YOU, NOT THE LESSOR, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.**

If the Vehicle is subject to the manufacturer's standard warranty, if we make a written warranty covering the Vehicle or, within 90 days of the Lease Date we enter into a service contract covering the Vehicle, this disclaimer will not affect any implied warranties during the term of the warranty or service contract.

17. **OPTIONAL PRODUCTS AND SERVICES**

You are not required to buy any of the following optional products and services to enter into the Lease. The term of any product or service will be the Lease term, unless a different term is shown below. If you decide you want to purchase an optional product or service, review the terms of the contract that describe the product or service before you initial below. A completed shown below is not shown as part of the Itemization of Amount Due at Lease Signing or Delivery (Item 6), it has been added to the Gross Capitalized Cost (Item 11).

Optional Product or Service	Coverage	Price	Name of Provider	Approval
N/A	N/A	N/A	N/A	Lessee Initials N/A
N/A	N/A	N/A	N/A	Lessee Initials N/A
WEAR CARE	48 / 40,000	1,095.00	VW EXCESS WEAR	Lessee Initials J-R
N/A	N/A	N/A	N/A	Lessee Initials N/A
N/A	N/A	N/A	N/A	Lessee Initials N/A

18. **EXTRA MILEAGE**

You are purchasing N/A extra miles per year at a rate of \$ N/A per mile. The extra miles are included in the amount shown in Item 8 "Excessive Wear and Use." ☐ If this box is checked, you will receive a credit for unused purchased extra miles if this Lease ends on or after the start of the last monthly period (see Item 20A). This credit will equal N/A cents per purchased unused mile times each mile under N/A, up to the N/A total extra miles you purchased. You will not receive this credit for unused purchased miles if this Lease ends before the start of the last monthly period, the Vehicle is destroyed, you purchase the Vehicle, or you are in default.

19. **TYPES AND AMOUNTS OF REQUIRED INSURANCE COVERAGE**

You must maintain the following types and minimum amounts of insurance: \$ 5,000.00 per person for bodily injury; \$ 30,000.00 per accident for bodily injury; \$ 2,000.00 per accident for property damage. If the minimum amounts of insurance required by the state in which the vehicle is garaged are higher than amounts stated in this Lease, you agree to maintain insurance that meets the minimum state requirements. You agree to maintain collision, fire, theft, and comprehensive coverage with a maximum deductible of \$ 200.00. See Item 25(a) for additional insurance provisions. You confirm that insurance policies that meet the requirements described in this Lease are in force on the date of this Lease.

20. **LAST MONTHLY PERIOD AND LEASE TERM**

A. The start of the last monthly period for a monthly payment lease is the due date for the last monthly payment. For a single payment lease, the start of the last monthly period is the date that is one month before the scheduled lease end.

B. The scheduled lease term is 48 months.

21. **HOW THIS LEASE CAN BE CHANGED**

This Lease contains the entire agreement between you and us relating to this Lease. Any change to the Lease must be in writing and both you and we must sign it. No oral changes are binding.

Lessee Signs X

Co-Lessee Signs X N/A

22. **EXCESS WEAR WAIVER**

We will waive excess wear charges (Item 25(c)) in an amount up to \$ N/A if, at the time this Lease ends, you enter into a motor vehicle lease or installment sale contract that the dealer assigns to VW Credit Leasing, Ltd. or VW Credit, Inc. dba Volkswagen Credit and Audi Financial Services.

NOTICE: THE OTHER SIDE OF THIS LEASE CONTAINS IMPORTANT TERMS AND CONDITIONS, INCLUDING AN ARBITRATION PROVISION. THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS LEASE.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision, Item 26, on the reverse side of this Lease, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Lessee Signs X Co-Lessee Signs X N/A

Lessor's Right to Cancel. If Lessor is unable to assign this Lease to a financial institution, the provisions of the Lessor's Right to Cancel section on the back giving the Lessor the right to cancel will apply.

THERE IS NO COOLING OFF PERIOD

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this lease only with the agreement of the lessor or for legal cause, such as fraud.

Rent charge may be negotiable. Lessor may assign this Lease and retain a right to receive a portion of the rent charge.

(1) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this Lease; (3) Warning - Unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

YOU AGREE TO THE TERMS OF THIS LEASE. YOU ACKNOWLEDGE YOU HAVE EXAMINED THE VEHICLE. THAT THE VEHICLE IS EQUIPPED AS YOU WANT, AND THAT IT IS IN GOOD CONDITION. YOU ACCEPT THE VEHICLE FOR ALL PURPOSES OF THE LEASE. YOU UNDERSTAND THAT YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNTIL YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED THIS LEASE.

LESSEE SIGNATURES

Lessee Signature	Date 1/29/20	Co-Lessee Signature	N/A	Date
Type/Print Lessee Name	JESSICA S RAMIREZ	Type/Print Co-Lessee Name	N/A	
Commercial Lessee	N/A	Date	N/A	By N/A
Type/Print Name	N/A	Type/Print Title	N/A	

LESSOR'S ACCEPTANCE

The Lessor's authorized signature indicates the Lessor has accepted the terms, conditions and obligations of this Lease.

Lessor Name: VOLKSWAGEN OF PALM SPRINGS	By:
Assignee Name: VW Credit Leasing, Ltd.	Type/Print Name: [Signature]
	Type/Print Title: [Signature]